



## TERMS AND CONDITIONS: ORNL JUMP INTO STEM COMMUNITY

**August 3, 2020**

### **Introduction:**

UT-Battelle, LLC, managing and operating the Oak Ridge National Lab (ORNL) pursuant to its Prime Contract with U.S. Department of Energy (DOE), is hosting multiple crowdsourcing idea challenges, referred to in this website as the JUMP into STEM Challenges (Challenges). Some of these Challenges may be co-sponsored by an Industry Partner. JUMP into STEM Challenges are generally focused on cultivating innovation for energy efficient technologies within the residential and commercial building markets. The goal of JUMP into STEM is to connect U.S. university and college students in the STEM fields with buildings sector stakeholders from industry, academia, and government and technology innovators.

The UT-Battelle team will review comments and votes by website users to inform the down-selection of the best ideas with potential for transforming the building energy efficiency technologies market. A shortlist of the top ideas per Challenge will be identified based on an initial down-selection evaluation to be conducted by participating technical liaisons drawn from UT- Battelle staff and industry partners. Shortlisted ideas will be evaluated on criteria such as technical feasibility, energy saving potential, and novelty of the idea. The technical judges will then select the best ideas from each JUMP into STEM Challenge; depending on the Challenge, winning ideas may be eligible for collaborative opportunities including potential webinar presentations, partnerships for continued R&D, and/or an invitation to the eligible winners to apply for a 10 week summer internship\*. All Challenges are administered by UT-Battelle using [jumpintostem.org](http://jumpintostem.org). UT-Battelle and DOE, hereinafter "Supporters," are cooperatively working to administer the Challenges.

### **Important Dates:**

Submission period beginning and ending dates will differ per Challenge, please visit the [schedule page](#) for more information. UT- Battelle reserves the right to modify the Submission, judging and/or voting periods at any time for any reason. Oak Ridge National Laboratory's server is the official time-keeping device for this Contest.

### **How to Enter:**

- The Challenge is open only to students attending institutions of higher learning within the United States who are at least eighteen (18) years old (or the age of majority in his/her state, whichever is older) at the time of entry. To enter and participate in JUMP into STEM, all required material and student information must be submitted via [jumpintostem.org](http://jumpintostem.org).
- Employees of DOE, UT- Battelle, LLC and its parent and affiliate companies, its subcontractors, as well as immediate family (spouse, parents, siblings, and children) and household members of each such employee may participate in the Challenge, including, but not limited to, offering Submissions and voting on Submissions; however, their Submissions are not eligible to be the winning ideas selected by the technical judges and are not eligible for awards.
- From [jumpintostem.org](http://jumpintostem.org), select from the active JUMP into STEM Challenges by clicking the Challenge button to access that specific Challenge site.
- Once on a JUMP Challenge-specific site, to submit your application, click the "Show the Submission Form" button and provide all required information.
- In order for a submission to be considered, all team members must either decline to be considered for an internship or have begun their internship applications through [Zintellect](http://Zintellect) before or at the time the idea is submitted on [jumpintostem.org](http://jumpintostem.org).
- Submission Rights: All Submissions to the Challenge remain the intellectual property of the individuals or organizations that developed them. By providing the Submission to this Challenge, you grant to UT-Battelle, DOE, and the other Supporters a perpetual, non-exclusive, royalty-free license to: (i) use your Submission; (ii) post your

Submission(s) on ornl.gov and other DOE and associated sites; and (iii) publicize the names, likeness, photograph, voice, opinions and/or hometown and state in any media, worldwide of JUMP Challenge Participants (including the individual members of a team) through social media and events of UT-Battelle's or DOE's choosing. In addition, no Submissions to a JUMP Challenge amount to any express or implied contracts with any of the Supporters of this Challenge, including, but not limited to, UT-Battelle or DOE.

- It is an express condition of Submission that each Participant warrants and represents that the Participant's Submission is solely owned by the Participant.
- Each Participant further represents and warrants to UT-Battelle and the other Supporters that the Submission, and any use thereof by UT-Battelle or the other Supporters (or any of their respective partners, subsidiaries and affiliates), shall not: (i) be defamatory or libelous in any manner toward any person, (ii) constitute or result in any misappropriation or other violation of any person's publicity rights or right of privacy, or (iii) infringe, misappropriate or otherwise violate any intellectual property rights, proprietary rights, privacy rights, moral rights or any other rights of any person or entity.
- Each Submission must be in English or, if in a language other than English, the Submission must be accompanied by an English translation of that text.
- Submissions will be rejected without notice if they contain any matter that, in the sole discretion of UT-Battelle, is indecent, discriminatory, obscene, defamatory, libelous, in bad taste, or demonstrates a lack of respect for public morals or conduct.
- If UT-Battelle, in its discretion, finds any Submission to be unacceptable, then such Submission may be deemed disqualified.

#### **Challenge Subject to Applicable Law:**

The Challenge is subject to all applicable federal, state, and/or local laws and regulations. Participation constitutes each Participant's full and unconditional agreement to these Official Rules and administrative decisions, which are final and binding in all matters related to the Challenge. The Challenge is void where prohibited by law.

#### **Submission Topic/Theme**

All Submissions should meet the intent and spirit of the Challenge, as previously defined in the Challenge summary.

### **Additional Terms and Conditions:**

#### **Liability**

Any and all information provided by or obtained from UT-Battelle is without any warranty or representation whatsoever, including but not limited to its suitability for any particular purpose. Upon registration, all Participants agree to assume and, thereby, have assumed any and all risks of injury or loss in connection with or in any way arising from participation in this Challenge. Upon registration, all Participants agree to and, thereby, do waive and release any and all claims or causes of action against UT-Battelle, DOE, and their officers, employees and agents for any and all injury and damage of any nature whatsoever (whether existing or thereafter arising, whether direct, indirect, or consequential and whether foreseeable or not), arising from their participation in any of the Challenges, whether the claim or cause of action arises under contract or tort.

Upon registration, all Participants agree to and, thereby, shall indemnify and hold harmless UT-Battelle and the Federal Government (including DOE) and their officers, employees and agents for any and all injury and damage of any nature whatsoever (whether existing or thereafter arising, whether direct, indirect, or consequential and whether foreseeable or not), including but not limited to any damage that may result from a virus, malware, etc., to Government computer systems or data, or to the systems or data of end-users of the software and/or application(s) which results, in whole or in part, from the fault, negligence, or wrongful act or omission of the participants or Participants' officers, employees or agents.

#### **Records Retention and FOIA**

All materials submitted to the Challenge as part of a Submission become DOE records and may be subject to release to the general public pursuant to the Freedom of Information Act (FOIA) and cannot be returned. No confidential commercial information should be contained in any Submission. Any Submission marked as containing confidential, business sensitive, or proprietary information, may be deemed disqualified.

#### **General Conditions**

UT-Battelle reserves the right to cancel, suspend, and/or modify the Challenge, or any part of it, if any fraud,

technical failures, or any other factor beyond UT-Battelle's reasonable control impairs the integrity or proper functioning of the Challenge, as determined by UT- Battelle in its sole discretion. UT-Battelle is not responsible for, nor is it required to count incomplete, late, misdirected, damaged, unlawful, or illicit votes, including those secured through payment or achieved through automated means. Supporters assume no responsibility for electronic hardware, programming or software malfunctions, or failures, or line connections, accessibility or availability, or technical failures of any kind, or unauthorized human intervention, or the incorrect or inaccurate capture of any Submission or other information, or for the failure to capture any such information.

Any personally identifiable information collected through the Challenge is subject to Sponsors' privacy statement set forth at:

<http://www.ornl.gov/ornl/contact-us/Security--Privacy-Notice>.

Except where prohibited, entrant agrees that: (1) any and all disputes, causes of action arising out of or connected with this Challenge shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Tennessee at Knoxville or the Circuit Court for Roane County, Tennessee; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to assert and claim based upon the duty of good faith and fair dealing, any claim for indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of any Sponsor in connection with this Challenge shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules (whether of the State of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee.

ALL DECISIONS BY UT-BATTELLE ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CHALLENGE.

### Questions

For questions about these Official Rules contact:

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\*Subject to site access requirements and availability of funding. See the specific [Building Technologies Internship Program \(BTIP\)](#) eligibility requirements and procedures.